

DATED

11 October

2017

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PARTIES

**OHOKA FARM HOLDINGS LIMITED**

AND

**OHOKA TRADERS LIMITED**

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**DEED OF LEASE**

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**Tavendale  
and Partners**

## DEED OF LEASE

THIS DEED made the

11

day of

October

2017

### PARTIES

(1) OHOKA FARM HOLDINGS LIMITED (*Lessor*).

(2) OHOKA TRADERS LIMITED (*Lessee*).

### BACKGROUND

A The Lessor and the Lessee wish to formally record the terms of Lease agreed upon between them for the Property.

B The Lease commences on 18 October 2017

### THIS DEED RECORDS

1 The Lessor leases to the Lessee the **Property**, comprising the land, buildings and improvements on the land, and resource consents specified below on the following terms:

(a) The land, buildings and improvements situated at 2 Ashworths Road, Ohoka legally described as:

Area	Lot	DP	CT
4.006	1	314202	56158
4.082	2	314202	56159
4.2235	3	314202	56160
4.0585	4	314202	56161
5.9825	5	314202	56162
4.17	6	314202	56163
4.4975	7	314202	56164
5.2935	8	314202	56165
5.159	9	314202	56166
72.6537	6	2038	CB21K/781

(b) Resource consents CRC 181701 and CRC181699 – Right to take and use water

### 2 Term

The term of the Lease shall be three (3) years, commencing on 18 October 2017 and expiring on 17 October 2020.

### 3 Rental

The rental for the initial term is agreed at \$1 per annum plus goods and services tax and property expenses.

### 4 Right of renewal

The Lessee shall have a right to extend the term of this lease for one further period of three (3) years, provided the terms and conditions of the Lease have been duly and timely observed and the Lessee has given at least six (6) months notice of its wish to do so to the Lessor.

### 5 Property expenses

The Lessee shall meet all rates on the land and buildings, and electricity charges relating to the Property including but not limited to the operation of the irrigation infrastructure.

## 6 **Public Risk Insurance and Fire Suppression Insurance**

The Lessee shall at the Lessee's expense shall affect and keep current in respect of the land and the Lessee's use of the land a policy of public risk insurance and fire suppression cover for an amount not less than \$2,000,000.00.

## 7 **Insurances**

The Lessor at the Lessees expense shall insure and keep insured against fire and storm damage all buildings, sheds and plant on the premises to the full insurable value thereof such insurance to be effected in the name of the Lessor.

## 8 **Assignment or Subletting**

The Lessee shall not assign, sublet or part with possession of the Property or any part thereof without the written consent of the Lessor, provided that the parties acknowledge that the Lessor has consented to the sub-lease of the Property to Gilchrist Brothers Limited.

## 9 **Permitted Use of Land**

The Lessee shall only use the land for pastoral farming.

## 10 **Good Husbandry**

The Lessee shall farm, manage and stock the property in a good and husbandlike manner and in accordance with the rules of good husbandry generally recognised in the district.

## 12 **Noxious Weeds and Pests**

The Lessee shall at the Lessee's expense (to the standard that existed on the commencement date of the Lease) keep the property clear and free of all noxious weeds and pests and do all things necessary to comply with the provisions and requirements of the Bio Security Act 1993 together with any notices there under.

## 13 **Lessee to Occupy Land at the Lessees Risk**

13.1 The Lessee agrees to occupy and use the land at the Lessee's risk and releases to the full extent permitted by law the Lessor and the Lessor's employees and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in, on or about the land.

13.2 The Lessee shall strictly comply with the provisions of all Acts of Parliament, regulations, Notices, Proclamations, By-Laws and directions of any Government or local authority official in so far as they relate to the Property, the water apparatus and reticulation system or the farming operation or other activities of the Lessee.

13.3 Any employees, agents and invitees of the Lessor are required to be advised of the Health and Safety Policy of the Lessee.

## 14 **Entry to View and Effect Repairs**

The Lessee shall permit the Lessor to enter upon the land at all reasonable times and on reasonable notice to view the state of repair of the land and to carry out repairs or other works on the land or any adjacent property.

## 15 **Removal of Lessee's Chattels and Improvements**

Upon the expiration or earlier determination of this Lease, the Lessor may remove from the land any of the Lessee's chattels situated on the land and place them outside the land without being responsible or liable for any resultant loss or damage.

16 **Quiet Enjoyment**

The Lessee performing the Lessee's obligations under this Lease shall peaceably possess and enjoy the land without any undue interruption or disturbance from the Lessor.

17 **Right of Mortgage Paramount**

In respect to the application of any insurance monies, the rights of any mortgagee of the land shall be paramount.

18 **Compensation for Approved Capital Development Expenditure**

23.1 The Lessee shall submit to the Lessor for the Lessor's approval any plan to expend capital development expenditure on the property. The Lessor shall entirely at their discretion have the right of approval of the proposed expenditure. The Lessor's approval of the expenditure shall be recorded in writing and identified as an entry in the annual accounts prepared for the Lessee and the Lessor.

23.2 Providing the Lessee is not in breach of the covenants contained in this Lease then the Lessor agrees to compensate the Lessee for any capital development expenditure on the land at the original cost.

19 **No Registration**

The Lessee shall not call upon the Lessor to execute a registerable memorandum of lease of the land.

20 **Default by Lessee**

27.1 If at any time:

27.1.1 the rental is in arrears and unpaid for fourteen (14) days after any payment date (whether it has been demanded or not); or

27.1.2 repairs required by any notice given by the Lessor under this Lease are not commenced within fourteen (14) days of such notice having been given, or if commenced are not diligently completed; or

27.1.3 the Lessor gives written notice to the Lessee specifying any breach (other than a breach of the type referred to in (a) and (b) above) of this Lease which breach remains unremedied seven (7) days after giving the notice; or

27.1.4 the Lessee (if an individual) is declared or adjudicated bankrupt or becomes insolvent; or

27.1.5 any assignment is made of the Lessee's property for the benefit of creditors or if the Lessee enters into a compromise with the Lessee's creditors; or

27.1.6 the interests of the Lessee in or under this Lease or in the land are attached or taken in execution under any legal process; or

27.1.7 the Lessee (if a company) has a resolution passed, or an order made by a Court, for the liquidation of the Lessee (except for the purposes of reconstruction approved by the Lessor), or if the Lessee is placed into receivership or under official or statutory management.

27.2 The Lessor may:

27.2.1 immediately, or at any time subsequently, and without any notice or demand re-enter the land or any part of the land; and

27.2.2 by such action determine the Lessee's estate and interest in the land; and

27.2.3 expel and remove the Lessee and the chattels of the Lessee and those claiming under the Lessee without being guilty of any manner of trespass or conversion.

Upon such event this Lease shall cease and determine but without releasing the Lessee from liability in respect of any breach of this Lease.

## 28 Essential Terms

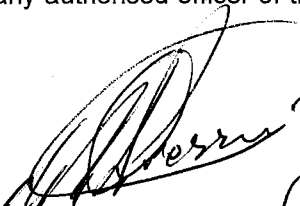
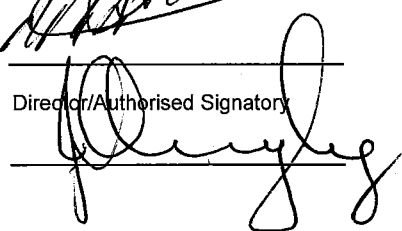
- 28.1 The Lessee's breach of the following terms is a breach of an essential term of this Lease:
- 28.1.1 the covenant to pay rent or other money payable by the Lessee under this lease;
  - 28.1.2 the terms dealing with assignment; or
  - 28.1.3 the terms restricting the use of the Property.
- 28.2 The Lessor's acceptance of any arrears of rent or other money payable under this lease is not a waiver of the essential obligation to pay any other rent or money payable under this lease.
- 28.3 The Lessee must compensate the Lessor for any breach of an essential term of this lease. The Lessor may recover damages from the Lessee for those breaches. The Lessor's entitlement to compensation under this clause is in addition to any other remedy or entitlement of the Lessor (including the right to terminate this lease).

## 29 Notices

- 29.1 Any notice or other document required to be given or served under this Lease may (in addition to any other method permitted by law):
- 29.1.1 in the case of the Lessee, be given or served by registered post or by delivery to the Lessee at the Lessee's last known place of abode or business or by delivery to the land; and
  - 29.1.2 in the case of the Lessor, by registered post or by delivery to the Lessor's principle place of business or such address as may be notified to the Lessee from time to time.
- 29.2 Any notice or other document shall be deemed to have been served on the other party one business day after the date of posting or delivery.
- 29.3 In the case of any notice or document required to be served or given by the Lessor the same may be signed on behalf of the Lessor by any authorised officer of the Lessor or by the Lessor's solicitors.

**EXECUTED as a Deed**

**SIGNED** for and on behalf of  
**OHOKA FARM HOLDINGS LIMITED**  
 As Lessor  
 Witnessed by (if signed other than by two Directors)

  
 \_\_\_\_\_  
 Director/Authorised Signatory  
  
 \_\_\_\_\_

Witness's Signature \_\_\_\_\_

Full name \_\_\_\_\_

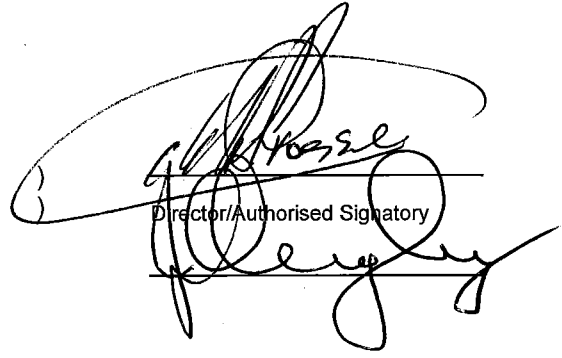
Occupation \_\_\_\_\_

Address \_\_\_\_\_

**SIGNED** for and on behalf of  
**OHOKA TRADERS LIMITED**

As Lessee

Witnessed by (if signed other than by two Directors)



Director/Authorised Signatory

*Witness's Signature*

\_\_\_\_\_

*Full name*

\_\_\_\_\_

*Occupation*

\_\_\_\_\_

*Address*

\_\_\_\_\_